SECTION A

COVER PAGE - SF-1442

				/AL NO. 2700-0042
SOLICITATION, OFFER,	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
AND AWARD	SNP400-16-Q-8658	SEALED BID (IFB)	July 06,2016	2 of 60
(Construction, Alteration, or Repair)		[x] NEGOTIATED (RFF	<i>'</i>	
MPORTANT - The "offer" secti		<u> </u>		
. CONTRACT NO.	5. REQUISITION/PUI PR5438658	RCHASE REQUEST NO. 6. PR	ROJECT NO.	
	CODE	8. ADDRESS OFFER TO		
AMERICAN EMBASSY KATHMAN MAHARAJGUNJ KATHMANDU NEPAL	DU	SAME AS # 7		
2. I OIL IIII OILIVIATION	IAME	B. TELEPHONE NO. (In	, ,	COLLECT CALLS)
CALL: Su	ıresh Nepali	977-1-4007200, E	XT.4594	
·	SOLI	CITATION		
NOTE: In sealed bid solicitations "of	fer" and "offeror" mean "bid"	and "bidder."		
0. THE GOVERNMENT REQUIRES PE	REFORMANCE OF THE WORK	DESCRIBED IN THESE DOCUME	NTS (Title, identifying n	o date):
The Contractor shall begin perfo □ award, X□ notice to procee			• •	•
2A. THE CONTRACTOR MUST FURNI			12B. CALENDAR DAY	S
(If "YES," indicate within how mar		Item 12B.)	10	
X YES [3. ADDITIONAL SOLICITATION REQU	NO			
A. Sealed offers in original and hours local time TBD. If the containing offers shall be marked due.	I_1 copies to perform the his is a sealed bid solicitation to show the offeror's name a		d at that time. Sealed	envelopes
· ·	☐ is, ☐ is not required.			
 All offers are subject to the (text or by reference. 	(1) work requirements, and (2	2) other provisions and clauses	incorporated in the so	licitation in full
 Offers providing less than 60 and will be rejected. 	0 calendar days for Governn	ment acceptance after the date	offers are due will not	be considered
NSN 7540-01-155-3212 Computer Generated	14	J	STANDARD FORM 1 Prescribed by GSA FAR (48 CFR) 53.236	,
	OFFER (M	flust be fully completed by off		
14. NAME AND ADDRESS OF				1(0)
Code)		15. TELEPHONE NO. (Include a		

CODE	FACILIT	Y CODE]						
17. The offeror agrees accepted by the Gominimum requirement	overnment wi	ithin c	alendar day	s after the d	ate offers are	e due. <i>(Inse</i>	rt any numb	er equal to o	or greater tha	offer is an the
AMOUNTS: +										
18. The offeror agree	s to furnish	any require	d performar	nce and pay	ment bonds	5.				
	The offero				ENT OF AM		-	date of each		
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE (Type or print)	OF PERSON	N AUTHORIZ	ED TO SIGN	OFFER	20B. SIGN	ATURE			20C. OFFE	ER DATE
			AWARD	(To be com	pleted by Go	overnment)				
21. ITEMS ACCEPTED .	:				-					
22. AMOUNT			23. ACCO	UNTING AND) APPROPRI	ATION DATA				
24. SUBMIT INVOICES (4 copies unless of			N ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()					
26. ADMINISTERED BY	ΥΥ	CODE			27. PAYME	ENT WILL BE	MADE BY			
General Services Office					Financial M	anagement C	Office			
American Embassy Kath	nmandu				American E	mbassy Kath	mandu			
Maharaiguni. Kathmandi		ONTRACTIN	G OFFICER	WILL COME	Maharaigun	ni. Kathmandı 28 OR 29 AS		l F		
28. NEGOTIATED a representations, ce reference in or attac	AGREEMEN [*] rtifications, a	T (Contracto	r is required	to sign this a					gn this docum	ent.) Your
30A. NAME AND TITLE TO SIGN (Type or		ACTOR OR F	PERSON AU	THORIZED		OF CONTR	ACTING OF	FICER (Typ	e or print)	
30B. SIGNATURE			30C. DATE		31B. UNITE	ED STATES	OF AMERIC	A	31C. AWA	RD DATE
Computer Generated BACK (REV. 4-85)						S	TANDARD	FORM 144	2	

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The Contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, which shall be a direct reimbursement), and profit.

The offerors will need to identify any increase in the proposal prices that would be required if the alternate or option is accepted.

a) PRICE FOR PHORA COMPOUND WELL CONSTRUCTION:

CLIN No.	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization Exploratory Well	Job	L.S.		
2	Exploratory Well a. Exploratory Well	100 Meter	L.M.		
	b. Additional Exploratory Well Depth	300 Meter			
3	Permanent Abandonment				
	a.Exploratory Well Abandonment	1	Job		
	Sub Total				
	VAT				
	Grand Total				

Note: VAT, should read, Value Added Tax, (VAT);

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

American Embassy Kathmandu Bramha Cottage, Maharajgunj Kathmandu, Nepal Phone No: 00977-1-4007200

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

- (a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:
 - (1) do not interfere with the intended occupancy or utilization of the work, and
 - (2) can be completed or corrected within the time period required for final completion.
- (b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

- D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.
- D.2.3 <u>FINAL INSPECTION AND TESTS</u>. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.
- D.2.4 <u>FINAL ACCEPTANCE</u>. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:
 - Satisfactory completion of all required tests,
 - A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
 - Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than 100 working days after the notice to Proceed letter issued.

The time stated for completion shall include final cleanup of the premises and completion of "punch list" items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of US\$200 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

- (a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "ten (10) calendar days after receipt of an executed contract".
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.
- (d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.
- (e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:
 - (1) Extend the completion date or obligate the Government to do so,
 - (2) Constitute acceptance or approval of any delay, or
 - (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

NOTICE TO PROCEED

- (a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.
- (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during 7:00 am to 7:00 pm, Monday to Sunday except for the holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

- (a) The Department of State observes the following days as holidays:
- (a) The U.S. Embassy Kathmandu observes the following days as holidays:

	<u>Date</u>	<u>Day</u> <u>E</u>	<u>Event</u>
(A)	January 01, 2016	Friday	New Year's Day
(A)	January 18, 2016	Monday	Birthday of Martin Luther King Jr.
(A)	February 15, 2016	Monday	President's Day
(N)	March 07, 2016	Monday	Maha ShivaRatri
(N)	March 22, 2016	Tuesday	Holi Purnima
(N)	April 13, 2016	Wednesday	Nepali New Year
(N)	May 20, 2016	Friday	Buddha Jayanti*
(N)	May 27, 2016	Friday	Ganatantra Diwas**
(A)	May 30, 2016	Monday	Memorial Day
(A)	July 4, 2016	Monday	Independence Day
(A)	September 5, 2016	Monday	Labor Day
(A)	October 10, 2016	Monday	Columbus Day
(N)	October 11, 2016	Tuesday	Dashami (Dashain)
(N)	October 12, 2016	Wednesday	Ekadashi (Dashain)
(N)	October 13, 2016	Thursday	Duwadashi (Dashain)
(N)	October 31, 2016	Monday	Gobhardan Puja (Tihar)
(N)	November 1, 2016	Tuesday	Bhai Tika (Tihar)
(A)	November 11, 2016	Friday	Veterans Day
(A)	November 24, 2016	Thursday	Thanksgiving Day
(A)	December 26, 2016	Monday	Christmas Day

Note: (A) = American Holiday(N) = Nepali Holiday

*In lieu of May 21, 2016 (Saturday)
**In Lieu of May 28, 2016 (Saturday)

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at American Embassy Kathmandu, Chancery Compound, Maharajgunj, Kathmandu to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:				
<u>Description</u>	Quantity	<u>Deliver Date</u>	<u>Deliver To</u>	
Section G. Securities/Insurance	1	10 days after award	CO	
Section E. Construction Schedule	1	10 days after award	COR	
Section E. Preconstruction Conference	1	10 days after award	COR	
Section G. Personnel Biographies	1	10 days after award	COR	
		Last calendar day		
Section F. Payment Request	1	of each month	COR	
		15 days before		
Section D. Request for Substantial Completion	1	inspection	COR	
		5 days before		
Section D. Request for Final Acceptance	1	inspection	COR	

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
 - (b) The COR for this contract is Water Treatment Technician.

<u>Payment</u>: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

Financial Management Officer American Embassy Kathmandu Bramha Cottage, Narayan Gopal Sadak Maharajgunj, Kathmandu

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

G. SPECIAL REQUIREMENTS

- G.1.0 <u>PERFORMANCE/PAYMENT PROTECTION</u> The Contractor shall furnish bank guarantees of payment protection as described in 52.228-13 in the amount of 50% of the contract price.
- G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.
- G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.
- G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.
- G.2.0 <u>INSURANCE</u> The Contractor is required by FAR 52.228-5, "Insurance Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:
- G.2.1 <u>GENERAL LIABILITY</u> (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS				
Per Occurrence	\$5,000.			
Cumulative	\$50,000.			
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS				
Per Occurrence	\$5,000.			
Cumulative	\$50,000.			

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as

provided by law or sufficient to meet normal and customary claims.

- G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.
- G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.
- G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 <u>SUPPLEMENTAL DOCUMENTS</u>: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. <u>RECORD DOCUMENTS</u>. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.
- G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:
 - (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
 - (2) record shop drawings and other submittals, in the number and form as required by the specifications.

- G.4.0 <u>LAWS AND REGULATIONS</u> The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.
- G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.
- G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.
- G.5.0 <u>CONSTRUCTION PERSONNEL</u> The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.
- G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.
- G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 45 to 60 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

- G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.
- G.6.0 Materials and Equipment All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

- G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.
- G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project

- obtaining the approval of the Contracting Drawings and Specifications paying fees due for the foregoing; and, for obtaining and paying for the initial building permits.

H. <u>CLAUSES</u>

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.204-19 CERTIFICAT	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND TONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2016)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)

52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)

52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) Alternate I (SEPT 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ACCIDENT PREVENTION (APR 2004)

- (a) General. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:
 - (1) Provide appropriate safety barricades, signs and signal lights;
 - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
 - (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less that 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

- (vii) Hazardous materials a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.
- (b) *Records*. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.
- (c) *Subcontracts*. The Contractor shall be responsible for its subcontractors' compliance with this clause.
 - (d) Written program. Before commencing work, the Contractor shall:
 - (1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
 - (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) Notification. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. <u>LIST OF ATTACHMENTS</u>

ATTACHMENT		NUMBER OF
NUMBER	DESCRIPTION OF ATTACHMENT	PAGES
Attachment 1	Standard Form 25, "Performance and Guaranty Bond"	2
Attachment 2	Standard Form 25A, "Payment Bond"	1
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Breakdown of Price by Divisions of Specifications	1
Attachment 5	Drawings	1
Attachment 6	Statement of Work	18
Attachment 7	BOQ	4

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references:
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution:
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (10) List of clients over the past 5 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Nepal then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the

offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotatio	Each quotation must consist of the following:				
VOLUME	TITLE	NUMBER OF			
		COPIES*			
I	Standard Form 18 including a completed Attachment 4,	1			
	"BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF				
	SPECIFICATIONS				
II	Performance schedule in the form of a "bar chart" and	1			
	Business Management/Technical Proposal				

Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below:

American Embassy Kathmandu
General Services Officer
Bramha Cottage, Maharajgunj
Kathmandu, Nepal

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

- (a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.
- (b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
 - (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
 - (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
 - (4) Brief description of the work, including responsibilities; and
 - (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
 - (b) A site visit has been scheduled for July 20, 2016 at 14:00 pm.
 - (c) Participants will meet at Chancery Building, Maharajgunj, Kathmandu.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: Between \$1,00,000 and \$250,000.

E. <u>LATE QUOTATIONS</u>. Late quotations shall be handled in accordance with FAR.

F. <u>52.252-1</u> SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: http://acquisition.gov/far/index.html/ or http://farsite.hill.af.mil/vffara.htm. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	TITLE AND DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (JAN 2004)

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

- (a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –
- (1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or
- (2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1)	It is [] is not [] a	corporat	ion that	was	convicted	d of	a felony	criminal	violation	under a
Federal	law wi	thin the	prece	eding 24 i	nonths							

(2)	It is [] is not [] a corporation th	ıat has any un <mark>ı</mark>	paid Federal ta	x liability that l	nas been
assesse	ed for w	hich all ju	dicial and adminis	strative remed	ies have been e	exhausted or ha	ve lapsed,
and tha	at is not	being paid	d in a timely mann	ner pursuant to	an agreement	with the author	rity
respon	sible for	collectin	g the tax liability.				

(End of provision)

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 <u>52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)</u>

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments
- (c) otherwise due under the contract.
- (d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e)	Taxpa	yer Identification Number (TIN).
	TIN: _	
		TIN has been applied for. TIN is not required because: Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.; Offeror is an agency or instrumentality of a foreign government; Offeror is an agency or instrumentality of the Federal Government.
(e)		of Organization. Sole Proprietorship; Partnership; Corporate Entity (not tax exempt); Corporate Entity (tax exempt); Government Entity (Federal, State or local); Foreign Government;

	l organization per 26 CFR 1.6049-4;
(a) of this cl ☐ Name and T	IN of common parent:
(a) (1) The North Ameris/are: 236118 - Construction I Warehouse construction I 237110 - Construction I 237310 - Construction I	epresentations and Certifications (Feb 2016) ican Industry classification System (NAICS) code for this acquisition ion Management, residential remodeling Management, commercial and institutional building or Management, water and sewage line and related structures Management, highway road, street or bridge Management, outdoor recreation facility
(2) The small busine	ess size standard is \$36.5 Million USD.
name, other than on	ess size standard for a concern which submits an offer in its own a construction or service contract, but which proposes to furnish a not itself manufacture, is 500 employees.
(b) (1) If the provision a solicitation, paragraph (d) of	at 52.204-7, System for Award Management, is included in this of this provision applies.
currently registered Representations and to use paragraph (d) representations and	at 52.204-7 is not included in this solicitation, and the offeror is in the System for Award Management (SAM), and has completed the Certifications section of SAM electronically, the offeror may choose of this provision instead of completing the corresponding individual certification in the solicitation. The offeror shall indicate which tecking one of the following boxes:
[_] (i) Parag	raph (d) applies.
` /	graph (d) does not apply and the offeror has completed the individual ons and certifications in the solicitation.
(c) (1) The following rep solicitation as indicated:	resentations or certifications in SAM are applicable to this
applies to so	Certificate of Independent Price Determination. This provision licitations when a firm-fixed-price contract or fixed-price contract nic price adjustment is contemplated, unless—

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the

- Contracting Officer: ___ (i) 52.204-17, Ownership or Control of Offeror. ____ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products. (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification. ____ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification. (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only). ____ (vi) 52.227-6, Royalty Information. ___ (A) Basic. ___ (B) Alternate I. (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below <a href="footnote-left: logical content of the logical conten

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

L.3. <u>52.225-18 PLACE OF MANUFACTURE (SEPT 2006)</u>

- (a) Definitions. As used in this clause—
- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
 - (1) FSC 5510, Lumber and Related Basic Wood Materials;
 - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
 - (3) FSG 88, Live Animals;
 - (4) FSG 89, Food and Related Consumables;
 - (5) FSC 9410, Crude Grades of Plant Materials;
 - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
 - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
 - (8) FSC 9610, Ores;
 - (9) FSC 9620, Minerals, Natural and Synthetic; and
 - (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
 - (1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) Outside the United States.

(End of provision)

L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Address:			
[Proposal Note: If the bidder/offeror has following provision, the bidder/offeror s covering those employees in their proposinsurance directly from any Department at http://www.dol.gov/owcp/dlhwc/lscarrie	hall inclue sed prices t of Labor	de Defense Base Act insur . The bidder/offeror may	ance costs obtain DBA
L.5 <u>652.228-70</u> <u>DEFENSE BASE AC</u> (JUN 2006)	CT – COV	ERED CONTRACTOR E	<u>MPLOYEES</u>
(a) Bidders/offerors shall indicate below we employees will be employed on the resultation		,	0
<u>Category</u>	Yes/No	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States,			
regardless of citizenship			
(3) Local nationals or third country		local nationals:	
regardless of citizenship (3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals: third-country nationals:	
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws (4) Local nationals or third country			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are		third-country nationals:	
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws (4) Local nationals or third country nationals where contract performance takes place in a country where there are	ed that for	third-country nationals: local nationals: third-country nationals:	of Nepal –
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws (4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		third-country nationals: local nationals: third-country nationals: performance in the country	-

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

country nationals.

(d) RESERVED

(End of provision)

ATTACHMENT – Performance Bond Form # 1

		PERFORMANCE BOND (See instructions on reverse)	CATE BOND EXEC contract	UTED (MAS	l be same or	iadar than data	OMP		9000-0045 6/30/2018
sourc	es, gathering and ct of this collection	n for this collection of information is estimated to even I maintaining the data needed, and completing and re- nic information, including suggestions for reducing th	viewing the collection	of informa	tion. Send c	omments rega	arding this	amitae nebrud	ste or any other
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					are Elonie				
					CONTRACT	DATE	GONI	RACT NO.	
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Sure Sure Sure Sure Princ	ment of the per elies are corp lose of allowin	no Surety (jes), are firmly bound to the Unites ral sum, we bind ourselves, our heirs, execu- onations acting as co-aureties, bind ourse on a joint action against any or all of us, fr syment of the sum shown opposite the frame	tors, administrat alves in auch au or all other purp	ors, and s im "jointi oses, ear	uccessors y and sev ch Surety	, jointly and erally" as binds itsel	i severall well as " f. jointly	y. However severally" and sever	r, where the only for the ally with the
CON	DITIONS								
The	Principal has ent	tered into the contract identified above.							
THE	REFORE								
The	above obligation	is void if the Princips -							
recu	ract and any ex fired under the or zed modification	forms and fulfills at the undertaking, coveriant censions thereof that are granted by the Gove contract, and (2) performs and fulfills all the cris of the contract that harvafter are made. Notice	roment, with or w undertakings, or of those modificat	thout noti evenants ons to the	ce of the S terms cor Surety(ies)	urety(lea) is dificins, and are waived.	nd during diagreem	the life of a ents of any	any guaranty and all duly
		ate the Covernment the full amount of the texts are collected, deducted, or withheld from wa mished.							
WILL	NESS								
The	Principal and Su	rety(ies) executed this performance bond and affic		e above di	sta.				
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ATTACHMENT – Payment Bond Form # 2

		PAYMENT BOND (See instructions on reverse)		DATE BOND EXECUTED contract)	(Must be same or late	er than date of	OMB No.:	9000-0045
gath	nering and maint	den for this collection of information is estimate taining the data needed, and completing and tition, including suggestions for reducing this bu	reviewing the colle-	ction of information. Send	comments regarding	this burden esti	mate or any oth	ner aspect of this
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					JOINT VEN		CORPORAT	TON
SUE	RETY(IES) (Nam	ne(s) and business address(es)				DENIAL OUR	OF BOND	
					MILLION(S)	PENAL SUN THOUSAND(S)		S) CENTS
						STORY		
					CONTRACT DAT	E CONTRA	ACT NO.	
OE	BLIGATION:							
We the act	, the Principal penal sum, w ing as co-sure ions against a	and Surety(ies), are firmly bound to the to be bind ourselves, our heirs, executors, a ties, we, the Sureties, bind ourselves in any or all of us. For all other purposes, e of the Surety. If no limit of liability is inc	administrators, a such sum "jointly each Surety bin	nd successors, jointly a and severally" as well a ds itself, jointly and sev	nd severally. How as "severally" only verally with the Pri	vever, where the for the purpose ncipal, for the	ne Sureties a e of allowing	re corporations a joint action or
CC	NDITIONS:							
Prin	ncipal for furnis	ttion is void if the Principal promptly ma shing labor, material or both in the prosec equently are made. Notice of those mod	cution of the work	provided for in the con	irect relationship w tract identified abo	rith the Princip ve, and any au	al or a subconthorized mod	ontractor of the ifications of the
WI	TNESS:							
The	e Principal and	Surety(ies) executed this payment bond	and affixed their	seals on the above date	ē.			
			P	RINCIPAL				
SIG	NATURE(S)	1.	2.		3.			
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	TITLE(S) (Typed)			2.				
Pre	THORIZED FOR vious edition is u	LOCAL REPRODUCTION sable				Prescribed by	D FORM 25 GSA-FAR (48 (A (REV. 10-98) CFR) 53.2228(c)

42

ATTACHMENT #3 - SAMPLE LETTER OF BANK GUARANTY

	Place [Date []
Contracting Officer U.S. Embassy, [Post name]	Date	1
[Mailing Address]		
SUBJECT: Performance and Guaranty	Letter of (Guaranty No
the Contractor to show any other proof, action, or deceing equal to 40% of the contract price in U.S. dollars du 10% of the contract price during contract guaranty	t made pays itten reques to protest of cision by an aring the po- period], whisfactory, co- tion of wor- een the Gov 10% per an	yable to the Treasurer of the United States, est from the Contracting Officer, immediately and or take any legal action or obtain the prior consent of an other authority, up to the sum of [insert amount period ending with the date of final acceptance, and which represents the deposit required of the Contractor complete, and timely performance of the said contract ork] in strict compliance with the terms, conditions overnment and [name of contractor] of [address of annum on the amount called due, calculated on the
The undersigned agrees and consents that said contract Agreement affecting the validity of the guaranty provunchanged.		
The undersigned agrees and consents that the Contrac guaranty up to the total amount of this guaranty, and		
This letter of guaranty shall remain in effect until 3 m requirement.	nonths after	er completion of the guaranty period of Contract
Depository Institution: [name]		
Address:		
Representatives:		Location: State of Inc.:
		Corporate Seal:
		Co-porate boar.

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT - FOR BASE PRICE-#4

UNITED STATES DEPARTMENT OF STATE BREAKDOWN OF PRICE in USD or in NRs BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIP	(2) LABOR	(3) MATERIAL	(4) OVERHEA	(5) PROFIT	(6) TOTAL
TION	LADUK	S	D D	PROFII	TOTAL
1. General					
Requirements/					
Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and					
Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special					
Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL					

Allowance Items:		
PROPOSAL PRICE TOTAL: Alternates (list separately do not total)		
Offeror:	Date	

Attachment-5: Drawing

Attachment I - Well Location and Layout of Phora Facility with piping route



Tentative Location and supply pipe line.p

Attachment II- Water Well House



Water Well house.pdf

Attachment III – Well Design Details



AttachementIII-Well Design.pdf

Attachment IV - Pump Controls Details



AttachementIV-Pump ControlDetails.pdf

Attachment V – Litho logical log of existing 300 meter deep tube well at Phora Facility (for reference only)



AttachementV-WellLi thologicalLogofExistin



Existing Well Log.pdf

Attachment VI – Hydrological Data of Kantipath Area in Kathmandu (for reference only)



AttachementVI-Hydr ologicalDataKantipath

ATTACHMENT - #6

<u>Phora Durbar. Kantipath, Kathmandu. Nepal</u> Statement of Work

I Project Description

The project consists for the development and construction of deep water well at Phora Durbar Facility, Kantipath which is recreational compound owned by U.S. Government. The location of the new well is shown in the attached drawing. The estimated depth of the drilling will be 350Mtr.

The contractor shall provide a water well producing water at a minimum continuous flow of 400 LPM and connected to existing raw water tank in Phora Facility and the awarded vendor should also facilitate with Government of Nepal for listing of this new well as well as necessary approval if required.

II Statement of Works

The construction involves, but is not limited, to the following phases where the contractor has to provide all the materials, labor, and equipment necessary to construct, install, build, and complete each phase according to project description, drawings and specifications:

- 1. Move-in and provisional facilities, install temporary fencing with a gate around the construction area.
- 2. Initial drilling hole by 9 7/8" dia bit to the depth of 16 meter, conductor casing of 16" dia to be installed in the drilled hole as guide pipe before further drilling.
- 3. Direct rotary method of drilling to be used.
 - 3.1 Drilling of Pilot hole by 9 7/8" dia. Drill bit till 350 meters
- 4. Reaming of bore hole by 15" dia drill bit till 350 meters. Sampling for geotechnical and chemical analysis.
- 5. Perform Geophysical logging and analysis, Electrical log, plotting, borehole log, and Well design.
- 6. Install 8"dia well casing and screen pipe to a depth of 150 mtr and below and 6" dia well casing and screen pipe to a depth of 350 mtr confirming to IS 12818, DIN 4925
 - a). UPVC socket jointed, nom. Dia. 8", confirming to ASTM D 1785, Schedule 80, thickness 18.24mm 20.42 mm
- b). UPVC socket jointed, nom. Dia. 6", confirming to ASTM D 1785, Schedule 80, thickness 14.27mm 15.97 mm
 - c). UPVC reducer 6" x 8".
- d). UPVC socket jointed, Well Screen, nom. Dia. 6", confirming to ASTM D 1785, Schedule 80, thickness 14.27mm 15.97 mm, slot width 1.5mm, percentage opening 8.5%.
 - 7. Disinfection, proper wash and cleaning of tools, filter gravel, and equipment to be introduced in well.

- 8. Provide a sanitary seal with cement grouting from ground level to 10mtr and continue with a clay sealing from 10 to 40 mtr
- 9. Fill the annular space between casing and drilled hole with natural gravel packing with grain size between 6mm and 9mm between 50 mtr to 350mtr.
- 10. Cover gravel filter pack with a Bentonite Seal at a depth between 40 to 50 mtr
- 11. Install 1 1/4" water level tube for measuring water level as shown in attached diagram.
- 12. Well development.
- 13. Jetting of the well.
- 14. Surging/Bailing and cleaning of the well.
- 15. Tests: Capacity test, Plumbness and alignment test, Quality of water test (Physical, Chemical, and Bacteriological analysis), Sand test.
- 16. **Water Piping, Excavation & Back filling**: 3" Schedule 80 PVC pipe shall be laid from new well location to the existing raw water treatment plant. The work should include all required fitting and accessories. Before the backfilling, the new pipeline should be tested for 1.5 times the working pressure
 - PVC Pipe: Schedule 80 PVC pipes of make Astral/Marvel should be laid and socketed conforming to the requirements of **IPS in Sch-80 as per ASTM D 1785** grade. The pipes and sockets shall be cleanly finished, in and out and free from cracks, surface flaws, laminations and other defects. All sockets, union and bend shall be clean and joined by Weld On glue. All pipes and fittings shall bear manufacturer's trade mark and conform to the IS as specified.
 - Excavation& Trenching: The trenches for the pipes shall be excavated with bottoms formed to level and gradients, and also construct 3 nos of manhole of 3 cubic feet each in accordance with the layout provided in attached drawing. In soft and filled in ground, the COR may require the trenches to be excavated to a greater depth and to fill up such additional excavation with concrete (1:4:8) consolidated to bring the excavation to the required levels. All excavations shall be properly protected where necessary by suitable timbering, piling and sheeting. All timbering and sheeting when withdrawn shall be done gradually to avoid falls. All cavities be adequately filled and consolidated. All excavated earth shall be kept clear of the trenches to a distance equal to 75 cms.
 - Trench Backfilling: Backfilling of the trenches shall not be commenced until the length of pipes therein has been tested and approved. All timbering which may be withdrawn safely shall be removed as filling proceeds. The refilling shall then be continued to 150mm over the top of the pipe using selected fine hand packed material, watered and rammed on both sides of the pipes with a wooden hammer. The process of filling and tamping shall proceed evenly in layers not exceeding 150mm thickness, each layer being

watered and consolidated so as to maintain an equal pressure on both sides of the pipe line. In gardens and fields where the crane truck runs the top surface turf has to be maintained at all times and if required any, shall be carefully replaced.

- 17. Supply and install of submersible pump 7.5 to 10HP with SS impellor Confirming to ASTM A276 or A240, IS210/
- 18. Install submersible three phase power/ground cable as per submersible pump manufacturing standard from surface mount junction box down to pump motor
- 19. Supply and installation of float switch at raw water tank for pump control automation
- 20. Supply and installation of 4 Sq. MM size 6 core PVC/Armored copper conductor with PVC conduit from control panel to raw water tank.
- 21. Install a Throttling valve and flow meter at the top of the well discharge pipe capable of controlling a sustainable pumping rate.(G.F.C.I.)
- 22. Disinfecting completed well.
- 23. Documentation and Quality control reports, Borehole logs, Installation Diagrams, Well development records, Geophysical logs, Survey Maps, photographs
 - 24. Installation of Discharge Head 12" above ground level (or as otherwise directed by COR) with Well House (refer to attached drawing for details of well house)
- 25. Disinfections: After the well has been completely constructed and in conjunctions with pump installation, it shall be thoroughly cleaned of all foreign substances, including tools, timbers, ropes, debris of any kind, cement, oil, grease, joint dope and scum. The casing shall be thoroughly swabbed, using alkalis if necessary, to remove oil, grease or joint dope. The well shall then be disinfected with a chlorine solution. The chlorine solution used for disinfecting the well shall be of strength concentration of at least 50 mg/L (ppm) of chlorine and shall be prepared and applied in accordance with the directions of the COR and shall remain in the well for a period of at least 2 hours. In the event that the test pump is conducted after the well have been disinfected, all exterior parts of the test pump coming into contact with the water shall be dusted with a chlorine compound as directed by the COR.
- 26. Contractor should at all times maintain the USG property as before after completion of the project.
- 27. Protection and clean up of site: The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description, including USG property. All reasonable requests of the Contracting Officer to enclose to specially protect such property shall be complied with. If, as determined by the COR, material, equipment, supplies and work performed are not adequately protected by the contractor, such property may be protected by the USG and the cost thereof may be charged to the contractor or deducted from any payments due to him. The Contractor shall protect all drainage ditches, structure, embankments and debris shall not be washed

into drainage structures that might cause clogging of the drainage. Upon completion of the well, when all tests that are required and the required cleaning out and disinfections have been completed, the Contractor shall leave the surrounding areas clear and ready for installation of permanent equipment and appurtenant structures.

28. Initial water testing parameters: USG will conduct independent water quality sampling and analyses as the basis for determining the need and/or adequacy of water treatment of the well water.

Contractor are responsible for water quality testing following initial installation of the well and as needed subsequently, to test the efficiency of any water treatment system installed. Cost estimated for conducting water sampling and analyses discussed below should be expressed on a per sample or sampling event basis. Any additional parameters recommended must be listed individually and will be pursued at Post's / OBO's option.

As the basis for determining the need and options for water treatment, testing of the well water will be conducted following initial installation of the well.

At a minimum, the Contractor shall test water from three different reputed city based lab for temperature, pH, conductivity, turbidity, total alkanity, total dissolved solids, total iron, zinc, copper, silica, magnesium (Mg as CaCO3), calcium (Ca as CaCO3), chloride and total hardness, ammonia, antimony, arsenic, barium, Cadmium, chromium, lead, mercury, nitrates, selenium, thallium, phosphate, fluoride, manganese, sodium, sulfite, sulfate, total coli form and total organic carbon (TOC). In addition, the Contractor shall calculate the AWWA RTW results. The contractor shall recommend any treatment to provide a positive Langelier Index and a Stability Index of between 5.0 and 7.0.

The Contractor shall propose additional parameters for water testing. Parameters shall be based on experience and understanding of water contamination problems in the area such as solvents to provide a thorough assessment to the water quality for the purpose of determining the potability of the water as well as requirements for any supplemental water treatment.

Water sample collection and analyses shall follow EPA methodologies or be performed in a reliable local laboratory that produces results directly comparable to US EPA Drinking Water standards (40 CFR 141 and 143). The contractor shall provide qualifications of any local laboratory that will provide analytical services.

- 29. Well Installation plan: The following requirements shall be incorporated into the Contractor's Well Installation Plan and followed in the field. The plan shall include, but shall not be limited to, a discussion of the following:
 - Description of well drilling methods, and installation procedures, including any temporary casing used, placement of filter pack and

- seal materials, drill cuttings and fluids disposal, and soil/rock sample disposition.
- Description of well construction materials, including well screen, riser pipe, centralizers, air line and gauge, filter pack and filter pack gradation, bentonite or drilling mud,), drilling water, cement, and well protective measures.
- Description of quality control procedures to be used for placement of filter pack and seals in the boring, including depth measurements.
- Forms to be used for written boring logs, installation diagrams of wells, geophysical logs, well development records, well sampling data records, state well registration forms, and well abandonment records.
- Description of contamination prevention and well materials and equipment decontamination procedures.
- Description of protective cover surface completion procedures, including any special design criteria/features.
- Description of well development methods to be used.
- List of applicable publications, including state and local regulations and standards.
- List of personnel assignments for this project, and personnel qualifications.
- Description of well decommissioning/abandonment procedures.
- Description of well capacity testing techniques.
- Description and discussion of geophysical techniques to be employed at the site. m. Description of permanent pump to be installed, and discussion of pump operating tests to be employed at the site.
- Description of specific methods to be employed to control potential contamination or pollution arising from well installation activities
- 30. Documentation and Quality Control records: The contractor shall establish and maintain documentation and quality control reports for well construction and development to record the desired information and to assure compliance with contract requirements including but not limited to following:

Borehole Logs

A borehole log shall be completed for each boring drilled. Borehole logs shall be prepared by the geologist present onsite during all well drilling and installation activities. Copies of complete well logs shall be kept current in the field at each well site and shall be available at all times for inspection by the Contracting Officer. Information provided on the logs shall include, but not be limited to, the following:

- a. Name of the project and site.
- b. Boring/well identification number.
- c. Location of boring (coordinates, if available).
- d. Make and manufacturer's model designation of drilling equipment and name of drilling firm.
- e. Date boring was drilled.
- f. Reference data for all depth measurements.
- g. Name of driller and name and signature of geologist preparing log.
- h. Nominal hole diameter and depth at which hole diameter changes.
- i. Total depth of boring.
- j. Method of drilling, including sampling methods and sample depths. Information shall include hammer weight and drop distance. Information such as rod size, bit type, pump type, etc., shall be recorded. A description of any temporary casing used, including brand name and amount used, along with the reason for and start (by depth) of its use shall be included. If measured, mud viscosities and weight shall be recorded.
- k. Depth of each change of stratum. If location of strata change is approximate, it shall be so stated.
- 1. The results of any chemical field screening shall also be included on the boring log. Classification shall be prepared in the field at the time of sampling. The results of visual observation of the material encountered, and any unusual odor detected shall also be duly noted and recorded.
- m. Depth of any observed fractures, weathered zones, or any abnormalities encountered.

31. <u>Installation Diagrams</u>

The well will not be accepted before the geologic logs and installation diagrams are received. The diagram shall illustrate the as-built condition of the well and include, but not be limited to, the following items:

- a. Name of the project and site.
- b. Well identification number.
- c. Name of driller and name and signature of the geologist preparing diagram.
- d. Date of well installation.
- e. Description of material from which the well is constructed, including well casing/riser pipe and screen material, centralizer composition, if used, diameter and schedule of casing and screen, gradation of filter pack, lithological description, brand name (if any), source, and processing method, and method of placement of the filter pack, bentonite seal type (pellets, granules, chips, or slurry), grout type (cement or high-solids bentonite) and type of protective cover (protective casing or flush-to-ground), if used.
- f. Total depth of well.
- g. Nominal hole diameter.

- h. Depth to top and bottom of screen, and filter pack.
- i. Depth to top and bottom of any seals installed in the well boring

b. (grout or bentonite).

- a. Type of cement and/or bentonite used, mix ratios of grout, method of placement and quantities used.
- b. Elevations/depths/heights of key features of the well, such as top of well casing/riser pipe, top and bottom of protective casing (if used), ground surface, the depth of maximum frost penetration (frost line), bottom of well screen, top and bottom of filter pack, and top and bottom of seal.
- c. Other pertinent construction details, such as slot size and percent open area of screen, type of screen, and manufacturer of screen.
- d. Well location by coordinates. A plan sheet shall also be included showing the coordinate system used and the location of each well. A plan sheet is not required for each well installation diagram; multiple wells may be shown on the same sheet.
- e. Static water level upon completion of the well.
- f. Special problems and their resolutions; e.g., grout in wells, lost casing, or screens, bridging, etc.
- g. Description of surface completion.

32. Well Development Records

A well development record shall be prepared for each well installed under the supervision of the geologist present during well installation operations. Information provided on the well development record shall include, but not be limited to, the following:

- a. Date, time, and elevation of water level in the well, before development.
- b. Depth to bottom of well, name of project and site, well identification number, and date of development.
- c. Method used for development, to include size, type and make of equipment, bailer, and/or pump used during development.
- d. Time spent developing the well by each method, to include typical pumping rate, if pump is used in development.
- e. Volume and physical character of water removed, to include changes during development in clarity, color, particulates, and odor.
- f. Volume of water added to the well, if any.
- g. Volume and physical character of sediment removed, to include changes during development in color, and odor.
- h. Source of any water added to the well.
- i. Clarity of water before, during, and after development. Nephelometric turbidity unit (NTU) measurements.

- j. Total depth of well and the static water level as per ASTM D 4750 from top of the casing, immediately after pumping/development, and 24 hours after development.
- k. Readings of pH, specific conductance, DO, ORP, and temperature taken before, during, and after development.
- 1. Name and job title of individual developing well.
- m. Name and/or description of the disposal facility/area, for the waters removed during development.

33. Geophysical Logs

Geophysical logs shall be prepared and completed for each well/test hole installed. Information provided on the logs shall include, as a minimum, the following:

- a. Project name.
- b. Test hole/well identification number.
- c. Location of test hole (coordinates, and state, and county name).
- d. Date test hole was drilled.
- e. Casing type, diameter, and elevation (top and bottom).
- f. Cement type and elevation (top and bottom).
- g. Screen type, diameter, and elevation (top and bottom).
- h. Date and time test hole was logged.
- i. Reference elevation for all depth measurements.
- j. Operator's name.
- k. Equipment name and address.
- 1. Logger type and number.
- m. Tool type.
- n. Document all field problems, including equipment malfunctions. This should include the steps taken to solve the problem and how the log might have been affected.

34. Well Decommissioning/Abandonment Records

Decommissioning/abandonment records shall include, as a minimum, the following:

- a. Project name.
- b. Well or test hole number.
- c. Well/boring location, depth and diameter.
- d. Date of decommissioning/abandonment.
- e. Method of decommissioning/abandonment.
- f. All materials used in the decommissioning/abandonment procedure and the interval in which test materials were placed.
- g. Casing, and or other items left in hole by depth, description, and composition.
- h. Description and total quantity of grout used initially.
- i. Description and daily quantities of grout used to compensate for settlement.

- j. Water or mud level (specify) prior to grouting and date measured.
- k. The reason for decommissioning/abandonment of the well/test hole.

35. Electrical Connection:

- The Contactor shall supply and install the control panel board for submersible pump near the new well, inside waterproof housing. 6mm2 4 core cable electrical armored copper cable from panel board to pumps and all other required electromechanical accessories are to be as per the U.S. Standard. The pump starter panel should include single-phase prevention, overload protection and pump dry run protection circuits/magnetic contactor breaker and provide facility to control the well pump from Raw Water tank area in case the control system fails.
- The power supply for the control panel to be used for operation of submersible pump shall be provided by US Embassy.
 - 35. Operational Training and Documentation:
 - Contractor will provide training to 8 Facilities personnel on proper operation and maintenance requirement of well and its system, once the deep tube will is commissioned.
 - Contractor will provide a complete set of As Built Drawing in AutoCAD & PDF format for well log, geological logs, piping route and electrical automation system.
- All other miscellaneous items shown on the project description, drawings, and specifications.

The work performed in this project has to conform to the requirements of premium quality and high standards outlined in the specifications. If there are any discrepancies between the project description, drawings and specifications the highest requirement prevails. It is necessary to have at the site a qualified professional engineer and a geologist. The engineer and the geologist will represent the contractor and will manage the job accordingly complying with the proper quality control requirements. The contractors' representative has to be fluent in English and Nepali.

Safety Requirements:

Safety is of utmost priority while performing this project. Following minimum standard has to be followed:

i. SAFETY PLAN must be submitted by the contractor after contract is awarded but prior to the commencement of work. POSHO or A-POSHO will review and approve contractor's Safety Plan.

- ii. The Contractor shall prepare and include an **Activity Hazard Analyses (AHA)** in Safety Plan, for high hazard work, prior to the start of work. POSHO or A-POSHO will review and approve contractor's Safety Plan including AHA.
- iii. The Contractor shall refer to the: <u>U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1</u>
 (http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/ EM_385-1-1.pdf) and Occupational Safety and Health Administration (OSHA) online at www.osha.gov as the source of minimum standards for the safety and health program at post construction projects.
- iv. The Contractor employee should attend mandatory safety briefing and training provided by the US Embassy Safety team before starting the project.
- v. The Contactor must have a competent person on-site for inspection of equipment, training workers in the safe use of equipment and the recognition of hazards related to their use, supervision, and identifying and correcting unsafe work practices for high hazard work.
- vi. The Contractor shall be responsible for conducting the work in a manner that ensures the safety of employees and visitors at the US Embassy, and the Contractor's employees.
- vii. The contractor must provide and install temporary fencing, with a gate, around the construction area to prevent unauthorized entry. Proper signage should be posted to warn employees and AMA members.
- viii. The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project.
- ix. The contractor must document in the bid for work how the hazard controls will be implemented and maintained during the project.
- x. Contractor shall be responsible for any mishaps, injuries or accidents which occur during the project.
- xi. Any mishaps and near misses involving contractor's employees must be reported to the COR and FM/POSHO or A-POSHO within 24 hours.
- xii. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of safety glasses and/or goggles for eye protection, hard hats for head protection, and closed toe shoes. Closed shoes with steel toe are mandatory for employees using power actuated tools like jack hammer, pick for excavation, axe for cutting trees, and for work that requires lifting heavy materials. Sandals or athletic shoes are not acceptable. PPE such as gloves, dust masks, ear plugs, and face shield are recommended. These items must be provided at the Contractor's expense. All contractor personnel shall wear hard hats, safety glasses, ear-plugs, gloves, close-toe safety shoes and any other Personal Protection Equipment deemed necessary by the COR and Facility Manager/POSHO or A-POSHO.
- xiii. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment.

- xiv. Any worker at an elevated location above 1.8 meters (6 feet), with the exception of a portable ladder, must be provided and utilize a safety harness (full body fall harness) with lanyard. These items must be in good condition and free from cuts and damages.
- xv. Scaffoldings should be provided by Contractors for working at heights where ladder use is unsafe. Fall harness should also be provided to all employees working at height.
- xvi. Welders must have proper PPE: welding goggles/mask, leather gloves, apron or welding jacket that is fire rated. Dedicated fire extinguisher should be on the vicinity of work site. Fire curtain should be used not to expose welding sparks to others.
- xvii. All electrical equipment such as drilling machine, welding machine, portable grinder, power strips and electrical extension cords must be in good working condition, properly grounded and be free from any cuts/defects on the insulation cover. Three pin plugs should be used instead of live wire while plugging on the power outlets.
- xviii. Use wooden or fiber ladders instead of metal ladders while working on electricity. All ladders should be in good condition and used in a proper manner.
- xix. Contractor shall keep the site clean and organized during entire construction process on daily basis.
- xx. The COR or GTM reserves the right to stop the work if any unsafe contractor conditions are observed or encountered. The Embassy Escort may temporarily stop work for any unsafe action and breaking safety rules.
- xxi. Safety Training:
 - a. Provide specific training to supervisory personnel and all craft workers of the Contractor and subcontractors in proper use and care of specific personal protective gear, equipment, and clothing.
 - b. Contractor and subcontractor employees shall be trained and supervised by qualified persons to safely and confidently perform and recognize hazardous work operations and work performed with hazardous conditions to which they have been assigned.
 - c. Contractor shall conduct safety meeting on periodic basis as required before starting work at high hazard area.
- xxii. If more than 99 and less than 300 persons are employed (greatest number being the total number of employees on a shift), establish and equip, as directed by a licensed physician, a first aid station staffed full time with a professional nurse trained in emergency response. If medical clinics or hospitals are accessible within five minutes of the project site, the facilities may be approved by a licensed physician for use in lieu of a first aid station.

37. Contractor technical qualification and submission requirements:

The Contractor shall provide the following technical information when presenting the Bid Package to demonstrate his capacity to do the work and this information will be evaluated in the Bid Review Process by the Contracting Officer.

The minimum necessary information will be:

- Drilling equipment Model, Year of Manufacturing, and copy of machinery capacity specifications from manual. The equipment shall be at least Hydroneumatic type capable of drilling a 20 inch hole at a depth of 350 meter. With a sludge pump incorporated to equipment to provide a constant pressure injection and flow of drilling fluid. A Blade stabilizer necessary to provide a vertical hole. Replacement drill bits for hard and soft strata.
- Compressor model, year of manufacturing, and copy of machinery capacity specifications from manual. The equipment has to be capable of providing enough pressure and flow for the jetting operation producing at least 700 c.f.m. at 250 psi constant pressure.
- Pump used for well development and capacity test, horsepower of pump, capacity of pump, flow, and total dynamic head. Need a pump that will provide at least 120 % of the required capacity of 200 GPM at the required depth 900 feet.
- Electro-log equipment Johnson Keck DR-74 or similar, Electric Power sound equipment, Funnel test Marsh, PH test meter, piezometer, and other measuring and testing equipment necessary in this project specification.
- Water cistern Truck, waste disposal truck, other heavy equipment required to do the job according to the specifications.
- Personnel qualifications and resume: Geologist, project engineer, project superintendent, drilling foreman (at least two due to continuous drilling process).
- Experience in similar well development and drilling projects in Kathmandu Valley for the last ten years with minimum of 20 well in 300 meter depth and 2 well in 350 meter depth.
- Had performed at least 6 projects in uPVC well development works within Kathmandu Valley.
- Letter of authorization to inspect all the proposed equipment during bid evaluation by COR.
- Letter certifying that the contractor is familiar with the site conditions and was present at the official site visit.
- Comply with all the Contractual legal and administrative requirements outlined in the bid package provided by the Embassy contracting office such as contractor's general information, capacity to provide Liability Insurance as detailed in the package.
- Work Schedule & Working Methodology: The contractor should submit work schedule alongside the bid package for the execution of work and working methodology intended for this construction process. The working days as per US government is 5 days a week. If the contractor needs to work beyond these days than he has to submit a written request. The COR has the right to approve or reject as per the requirement. The estimated work days for completion of this project is 90 days as per the past experience on development of well.
- Technical specification of uPVC pipes, uPVC screen, proposed submersible pump, pump automation control panel proposed for this project.

38. <u>Unit Breakdown For Lump Sum Bid Price:</u>

The Lump Sum Bid price has to be presented in a unit price breakdown format to facilitate the comparison of bids by the procurement officer. If any change orders are necessary due to changes in conditions or quantity reduction or increases the prices presented in a unit price format will be used as a reference price. Any item not included in the unit price list that is required by the project description, drawings or the specifications shall be included as a prorated part of all the listed items. The contract is turnkey lump sum for finished working water well producing 400 LPM at a depth of 350 meter constructed according to the project description and specifications. Attached BOQ for Items are for reference only and contractor can add/delete items necessary for completion of the project.

39. Measurement and Payment of Exploratory Well

Compensation for the exploratory well will be made at the contract unit price and shall include materials, equipment, and labor required to drill, develop, perform tests, and complete the exploratory well. Depth shall be measured as the total linear distance between ground surface and bottom of exploratory well screen or bottom of inner casing, whichever is lower. If the total depth of exploratory well is greater than that specified in the contract for "Exploratory Well," the additional depth shall be paid for at the contract unit price for "Additional Exploratory Well Depth." No payment will be allowed for exploratory wells abandoned due to faulty construction practices or for convenience of the Contractor. Payment will be allowed to the Contractor for an exploratory well abandoned due to a discontinuous of very low yield. The Contracting Officer will make this determination and instruct the Contractor to abandon the exploratory well if required.

40. Abandonment of Exploratory Well

In the event that the Contractor fails to construct a exploratory well of the required capacity, or should the exploratory well be abandoned because of loss of tools or for any other cause, the Contractor shall fill the abandoned hole in compliance with accepted industry standards.

i. Well Abandonment Procedure:

- The well shall be plugged to prevent the entrance of surface water, circulation of water between or among producing zones, or any other process resulting in the contamination or pollution of ground water resources.
- The well shall be chlorinated prior to abandonment using a chlorine solution with a minimum concentration of 150 ppm of chlorine.
- The well shall be checked from land surface to the entire depth of the well before it is sealed to ensure against the presence of any obstruction that will interfere with sealing operations.
- The well bore shall be completely filled and sealed with bentonite cement grout.

- The grout material shall be placed in such a way to prevent voids in the grout or dilution of the grout.
- Any test well or bore shall be abandoned in such a manner that it does not become a channel for the vertical movement of water or other substance to the potable ground water resources.
- Upon completion of abandonment of the well, the top of the casing and grout material shall not be terminated more than 1.2 meters below the ground surface of the final grade.

ii. Warranty and Guarantee:

All material supplied by vendor under this project should have replacement guarantee on any and all item installed within period of one year from the date of final acceptance.

Workmanship performed by contractor should have replacement warranty and guarantee for period of one year from the date of final acceptance.

41. <u>Security Requirements:</u>

- a. Awarded contractor has to submit Biographic Information form developed by Regional Security Office (RSO) for each and every individual who will work at site from the entire length of the project within 10 days after award of the contract.
- b. Background investigation and check will be performed on these personnel which will take approximately in between 6-8 weeks for clearance.
- c. RSO vetted contract personnel will be allowed to work at site and all workers will be escorted by USG ID card holder at all time.
- d. Security Violations: Any violation of failure to fulfill the requirement of security by the contractor may result in:
 - immediate suspension, removal and possible termination and permanent removal from the construction site of individuals suspected to be involved in any violation of project security specifications.
 - termination of subcontractors determined to be involved in any violation of the security specification of this section.
 - termination of the contract.
 - suspension or debarment of contractor and/or individual contractor personnel and or civil or criminal prosecution of corporate and/or individual violations.

ATTACHMENT - # 6

Bill of Quantities for Phora Durbar Compound

S.N. Item	Supply of nines writen and other
-	Supply of pipes, screen and other materials for Tube Well
Ξ	Top MS Flange
1.2	MS Top Pipe
1.3	Canductor Pipe
1.4	Well Casing (Pump Housing) Pipe
τ.	Well casing pipe
-5	Reducer
1.7	Well Screen
1.90	End Cap
1.9	Natural Pea Gravel
2	Drilling of Bore Hole and Construction of Tube Well
27	Mobilization of Equipment and Preparation of Drilling Site